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Attorneys for Defendant  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEVADA**

THE BANK OF NEW YORK MELLON  
FKA THE BANK OF NEW YORK, AS  
TRUSTEE FOR THE  
CERTIFICATEHOLDERS OF CWALT,  
INC., ALTERNATIVE LOAN TRUST  
2006-OC6, MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES, 2006-OC6,

Plaintiff,

vs.

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY, et al.

Defendants.

Case No.: 2:20-cv-00353-JCM-DJA

**STIPULATION AND  
ORDER TO STAY CASE PENDING  
APPEAL AND EXTENDING  
DEADLINE TO RESPOND TO  
COMPLAINT**

**(First Request)**

Plaintiff The Bank of New York Mellon fka The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OC6, Mortgage Pass-Through Certificates Series, 2006-OC6 (“BONY”) and defendant Fidelity National Title Insurance Company (“Fidelity”) (collectively, the “Parties”), by and through their undersigned counsel, stipulate and agree as follows, subject to the approval of the District Court:

**WHEREAS**, BONY filed this action on February 19, 2020;

**WHEREAS**, BONY caused the complaint and summons to be served on Fidelity and Lawyers Title Insurance Corporation (collectively, “Defendants”) on April 23, 2020;

**WHEREAS**, Defendants’ current deadline to respond to the Complaint is May 14, 2020;

**WHEREAS**, there are now currently pending in the United States District Court for the

1 District of Nevada approximately four dozen actions between national banks, on the one hand,  
2 and their title insurers, on the other hand (the “Actions”);

3 **WHEREAS**, each of the Actions involves a title insurance coverage dispute wherein the  
4 national bank contends, and the title insurer disputes, that a title insurance claim involving an  
5 HOA assessment lien and subsequent sale was covered by a policy of title insurance;

6 **WHEREAS**, in virtually all of these Actions, the title insurer underwrote an ALTA 1992  
7 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9  
8 Endorsement and either the CLTA 115.1/ALTA 4 Endorsement or the CLTA 115.2/ALTA 5  
9 Endorsement (the “Form Policy”);

10 **WHEREAS**, each of the Actions implicates common questions of interpretation of the  
11 Form Policy;

12 **WHEREAS**, the national bank in one of these actions has now appealed a judgment of  
13 dismissal to the Ninth Circuit Court of Appeals, *Wells Fargo Bank, N.A. v. Fidelity National Title*  
14 *Ins. Co.*, Ninth Cir. Case No. 19-17332 (District Court Case No. 3:19-cv-00241-MMD-WGC)  
15 (the “*Wells Fargo II Appeal*”);

16 **WHEREAS**, the Parties anticipate that the Ninth Circuit Court of Appeals’ decision in the  
17 *Wells Fargo II Appeal* will likely touch upon issues regarding the interpretation of the Form  
18 Policy and the reasonableness of the insurer’s denial, that could potentially affect the disposition  
19 of the other Actions, including the instant action;

20 **WHEREAS** both of the Parties agree that it is appropriate and desirous to stay the instant  
21 action pending the disposition of the *Wells Fargo II Appeal*, that a stay of the instant action will  
22 not prejudice either of the Parties, and that a stay of the instant action will best serve the interests  
23 of judicial economy (given the possibility that the Ninth Circuit Court of Appeals’ decision on the  
24 *Wells Fargo II Appeal* might affect the disposition of this case);

25 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby  
26 stipulate and agree as follows:

27 1. The instant action shall immediately be **STAYED**, pending the disposition of the  
28 *Wells Fargo II Appeal*.



2. Defendants' deadline to respond to the Complaint is hereby **VACATED**.

3. By entering into this stipulation, Defendants do not intend to waive, and expressly reserve, any and all defenses listed in Fed. R. Civ. P. 12(b), including with respect whether it is subject to personal jurisdiction in this forum.

4. By entering into this stipulation, none of the Parties is waiving its right to subsequently move the Court for an order lifting the stay in this action.

Dated this 28<sup>th</sup> day of April 2020

EARLY SULLIVAN WRIGHT  
GIZER & McRAE LLP

*/s/--Kevin S. Sinclair*

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TITLE INSURANCE COMPANY

Dated this 28<sup>th</sup> day of April 2020

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*/s/--Lindsay D. Robbins*

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TRUSTEE FOR THE CERTIFICATEHOLDERS OF  
CWALT, INC., ALTERNATIVE LOAN TRUST  
2006-OC6, MORTGAGE PASS-THROUGH  
CERTIFICATES SERIES, 2006-OC6

**ORDER**

**IT IS SO ORDERED:**

Dated: May 8, 2020

By: *James C. Mahan*  
\_\_\_\_\_  
THE HON. JAMES C. MAHAN  
UNITED STATES DISTRICT JUDGE